License Agreements of the Nemetschek Allplan Systems GmbH
(19.03.2014)

General

The subject matter of these conditions is the licensing of software from Nemetschek Allplan Systems GmbH, Munich (hereinafter "Nemetschek"). The conditions are final. Other conditions that are applied together with these within the scope of the contractual relationship shall not be used for interpreting the conditions.

1. Terms of Use

1.1 The customer acknowledges that the software and the user documentation can be protected by copyright. Apart from that, the customer acknowledges the software as Nemetschek's trade secret.

1.2 Software is only left to the customer as object code on machine-readable data carriers. Nemetschek shall not be obliged to surrender the source code to the customer.

1.3 Nemetschek grants the customer the simple and non-transferable right to use the acquired software for the purposes typical for the contract and to duplicate it within the scope of the legally admissible limits if the duplication in question is necessary for using the software. The necessary duplications of a single-user license include the installation of the software on the mass storage of the hardware used, as well as loading the software into the random access memory in question. If the customer changes the hardware, they shall delete the software from the hardware used until that point. Nemetschek specifically reserves the right to sub-licensing even within the scope of reselling the software, processing, letting, distributing, exhibiting, presenting, demonstrating and publishing it.

1.4 The customer is entitled to duplicate the software for backup purposes. Generally, only one single backup may be produced and kept. The backup copy shall be marked as a copy of the surrendered software. The backup copy may be used solely for archiving purposes.

1.5 The customer is not allowed to rent out the software or the related user manuals for profit-making purposes, to lease it or to surrender it for use to third parties in any other way (e.g. through on-demand applications such as SaaS).

2. Automatically collected data

2.1 When opening the software, the program will automatically attempt to establish an Internet connection in order to access the Allplan Connect palette, which offers contents of Allplan Connect websites, and to load the current contents of the Allplan online help and the Allplan Exchange portal. This feature may be deactivated after opening the software. The program will not establish an automatic connection until this has explicitly been activated again.

2.2 In order to determine the attractiveness of the various Allplan websites and to improve its performance and contents, the software uses web analysis services of Google Inc. ("Google"), Google Analytics or another provider. For this purpose, cookies are used, text files which are stored on the customer's computer and which help analyze how the websites are used.

As soon as the software is opened, information is collected automatically which cannot be allocated to a certain person (e.g. Internet browser and operating system used, number of visits). Nemetschek will use this information in order to determine the attractiveness of the websites and to improve performance and contents.

The information generated by the cookie about the use of the websites (including the IP address, which will be anonymised immediately after collection by deleting the last block of numbers) will be transmitted to and stored by Google on servers in the USA. Google will use such information in order to analyse the usage of the web palette, to compile reports about the website activities for Nemetschek and to perform further services connected with the usage of the web palette and the Internet. If necessary, Google may also transmit this information to third parties if this is required by law or to the extent that third parties process such data on behalf of Google. In no case will Google link the IP address to other data of Google. The installation of cookies may be prevented by using the appropriate settings of the browser software. However, Nemetschek points out the fact that, in such a case, not all features of the websites may be used to their full extent. By using the websites, the customer agrees to the processing of the data collected by Google in the manner described above and for the above-mentioned purpose. The collection, processing and storage of data may be objected to at any time with effect for the future: Moreover, you can prevent the registration of the data which are created by the cookie and relate to your use of the website (including your IP address) to Google as well as the processing of such data by Google by downloading and installing the browser plug-in from the following link: http://tools.google.com/dlpage/gaoptout?hl=de. For more information, please see tools.google.com/dlpage/gaoptout and/or www.google.com/intl/de/analytics/privacyoverview.html (general information about Google Analytics and data protection). We point to the fact that Google Analytics was extended by the "gat._anonymizepl();" code on the website in order to ensure the anonymous registration of IP addresses (so-called IP masking).

2.3 The software includes technological measures to prevent unlicensed use. Customer accepts that Nemetschek will implement measures to check if a legal license of the software is used and if the software is used in compliance with the provisions of this agreement. If Nemetschek finds out that no licensed copy of the software is used or that the use of the software violates the provisions of this agreement, customer will not be permitted to install future software updates. Nemetschek will take necessary precautions so that no software updates can be performed and installed in these cases. Customer accepts that Nemetschek collects technical data from their computer during this inspection process, forwards them and/or uses them to enforce its rights in order to identify illegal use of the software or initiate criminal proceedings.

3. Network Utilisation

3.1 The simultaneous storing, retaining or use on more than one computer is not admissible with a single-user license. The simultaneous use of the software within one network, e.g. within a local area network (Intranet) or a wide area network (Internet, Extranet) is admissible if the customer is entitled to do so by Nemetschek in writing and pays a network fee that may be due

for that purpose; lacking regulations in the written authority, the amount of this fee shall be based on the relevant current Nemetschek price list. Within the scope of the network license, the customer is not entitled to the delivery of dongles or license files for individual places for the purpose of single-user applications. If the customer violates the regulation specified in sentence 1.3 and/or if they violate Nemetschek's rights, they shall be obliged to pay a contractual penalty amounting to two times the amount of the network fee according to the current Nemetschek price list. If the customer does not notify the scope of the violation of the rights in an understandable form, Nemetschek shall be entitled to estimate the extent of the violation.

Nemetschek shall moreover be entitled to terminate a network license that might exist with immediate effect. In case of termination, customer shall neither be entitled to damages nor to repayment claims with regard to the network fees.

3.2 The provision in points 1.1 to 1.5 shall analogously also apply to the duplication of parts of the software and to the complete or partial duplication of the user manual.

3.3 The customer shall only be entitled to leave the software to a third party in case of uniform surrender of the software under complete and final abandonment of the own use. The temporary or partial surrender of use to third parties is forbidden. Any forwarding of the software shall in any case be approved of by Nemetschek in writing.

4. Decompilation

4.1 The re-translation of the surrendered software code into other code forms (decompilation) as well as other types of reverse engineering of the different software production levels is inadmissible. The interface information necessary for ensuring interoperability of an independently produced computer program can be requested from Nemetschek against compensation of expenses. Nemetschek reserves the right to make the customer prove in a comprehensible form that receipt of the information is necessary.

4.2 The acts necessary to ensure interoperability may only be left to commercially working third parties who are actual or potential competitors of Nemetschek if Nemetschek does not want to carry out the desired actions against remuneration. Nemetschek shall be granted a reasonable period for considering acceptance of the order and notified the name of the third party. Within the scope of establishing interoperability, the permanent removal of labels or marks of Nemetschek at the software and/or any accompanying material shall be inadmissible.

5. Trade mark rights of third parties

5.1 As far as Nemetschek knows, there are no trade mark rights of third parties which impair the contractual use of the software under this contract. As such, Nemetschek indemnifies the customer from claims of third parties in the case of culpable infringements of third party rights by Nemetschek. Nemetschek shall not be liable for claims of the customer based on changes of the software under this contract not carried out by Nemetschek, on legal defects of third-party software which is not a component of the software or on the culpable violation of the related user manual.

5.2 If the contractual use of the software under this contract is impaired by trade mark rights of third parties, Nemetschek shall be entitled to acquire licenses for remedying the legal defect and/or to change the software or exchange it in whole or in part at their option and at their costs and to an extent reasonable for the customer. If this fails, the customer shall be entitled to reduce the remuneration reasonably or to rescind the contract after fixing a reasonable period of grace. If the legal defects of the software are only insignificant, the rescission shall be excluded.

5.3 The customer shall support Nemetschek reasonably when it comes to disputes within the scope of this point. This includes in particular the immediate written information of Nemetschek about the assertion of the alleged infringements of trade mark rights by third parties with regard to the software as well as granting authorities the right to reasonably defend the software.

6. Claims based on defects

6.1 The period of limitation for claims based on defects from supplies of goods amounts to 12 months starting with delivery and/or - where Nemetschek also owes the installation - after completion of the installation or the electronic transmission. This shall not apply to fraudulently concealed defects.

6.2 As far as reasonable, the customer shall examine the goods supplied within fifteen working days after delivery and/or completion of the installation by Nemetschek, in particular with regard to completeness and basic functionalities. Defects which are or can be determined in this respect must be notified to Nemetschek within another five working days in text form. The notification must include a detailed description of the defects, possibly using defect notification forms of Nemetschek. Defects which cannot be determined within the framework of the proper examinations must be notified within fifteen working days after discovery in compliance with the above-mentioned requirements regarding the notification of defects. If the duty to examine and notify defects is violated, the goods shall be deemed as approved regarding the defect in question.

6.3 In the case of defective delivery, Nemetschek shall be entitled, without charge, to subsequent improvement or exchange, also by providing a newer version of the software, at their option. Nemetschek may also fulfil the duty to eliminate errors by providing instructions for the elimination of errors by the customer themselves. The elimination of errors may also take place by means of a workaround of the error if the error is removed subsequently in the course of a regular updating of the software (update, upgrade etc.). If the defect does not impair the functionality of the software or only insignificantly impairs the functionality, Nemetschek may remedy this defect by the subsequent transmission of a regular updating of the software (update, upgrade etc.). The error logging takes place at the registered office of Nemetschek. The customer grants Nemetschek access to their hardware and computer programs directly or by means of remote data transmission. If the technical access is not possible at all or only under aggravated conditions and this is caused by the customer, the customer shall bear any additional costs arising due to that reason.

6.4 The customer's claim for elimination of errors shall be excluded if the error is not reproducible or cannot be demonstrated based on automatically generated outputs.

6.5 If the errors which have occurred are attributable to circumstances within the sphere of the customer for which Nemetschek is not at fault, the liability for defects shall not apply. This applies for example in the case of disturbances as consequence of the use of unsuitable operating resources (e.g. hardware, operating system etc.) or if the customer has not complied with the regulations of the related operating manuals, terms of use or installation requirements of the software. Nemetschek is not obliged to adjust software to other operating systems, another hardware system or other programming languages. In addition, the liability for defects shall not be applicable if the customer has made changes to and/or interference with the software, unless the customer proves in connection with the error message that the interference did not cause the error. This does not grant the customer a right to process the maintenance software.

6.6 If the subsequent improvement or the substitute delivery ultimately fails despite two attempts being made by Nemetschek, the customer shall be entitled to reduce the remuneration or cancel the contract. The latter right shall only exist if the error results in extreme impairment of essential functionalities of the software. If the contract is terminated, the customer shall be obliged to send to Nemetschek all copies of the software including original data storage media, if any, and including any changed copies or to destroy them at the request of Nemetschek and to confirm this in writing.

6.7 If the contract covers the delivery of several goods - e.g. delivery of hardware and software - and if only individual goods are defective, the customer's claims based on defects shall be limited to the defective goods unless the customer is objectively not interested in the non-defective goods without the defective goods.

6.8 Claims for damages shall exclusively be governed by point 7 below.

7. Damages

Regardless of the legal ground, Nemetschek shall exclusively be liable pursuant to the following provisions:

7.1 Unlimited liability.

Nemetschek shall have unlimited liability

- in the case of intention, gross negligence and severe organizational negligence,
- in the case of injuries to life, body or health, regardless of the severity of the fault, and
- if a guarantee has been accepted.

7.2 Cardinal duties and foreseeable damage typical for the contract. If no case under point 7.1 is given, Nemetschek shall be liable if significant contractual duties are violated and if this endangers the achievement of the contractual purpose (cardinal duties), limited to the amount of the foreseeable damage typical for the contract.

7.3 Other Cases.

If none of the cases mentioned in points 7.1 and 7.2 exists, the liability of Nemetschek shall be limited to fifteen times the contractual remuneration, at most € 250,000.00, in particular if other contractual duties are violated.

7.4 Period of Limitation.

Claims under this point shall become time-barred within 12 months, with the proviso that the statutory period of limitation shall apply to claims under point 7.1.

7.5 Contributory negligence and backup of data.

- If any damage is attributable both to the fault of Nemetschek as well as fault on part of the customer, the customer has to accept contributory negligence.
- In particular, the customer shall be responsible for a regular backup of their data. Thus, in the case of loss of data caused by Nemetschek, Nemetschek shall exclusively be liable for the costs of reproduction of the data of the backup copies to be prepared by the customer and the reconstruction of the data which would also have been lost if backup copies had been prepared at reasonable intervals.

7.6 Product liability law. The liability under the product liability law remains unaffected.

7.7 The above-mentioned regulations shall also apply in favour of the employees of Nemetschek.

8. Miscellaneous

8.1 If the customer also uses general terms and conditions, the contract shall take effect even without express agreement regarding the inclusion of general terms and conditions. If the different general terms and conditions comply with regard to the content, they shall be regarded as having been agreed upon. Conflicting individual regulations shall be replaced by regulations under optional law. The same shall apply if the customer's terms and conditions contain regulations not contained within the scope of these terms and conditions. If these terms and conditions contain regulations not contained in the customer's terms and conditions, the present terms and conditions shall apply.

8.2 In the case that the export of the software is subject to national or international export regulations, the customer has to obtain approval from the competent authorities. The costs of the export, in particular customs, taxes, fees and other costs, are to be borne by the customer.

8.3 The customer may only assign or transfer this contract and/or their rights or duties under this contract to third parties with the previous written consent of Nemetschek. Nemetschek will not unreasonably deny this consent.

8.4 Both contracting parties undertake only to use any confidential information, operating and/or trade secrets of the other contracting parties of which they learned within the framework of

the contractual relationship for the purpose of executing the contract and to keep them in confidence indefinitely.

8.5 Any changes and/or supplements to this contract must be made in writing in order to be effective.

8.6 The place of performance for all obligations under the contract shall be Munich.

8.7 If individual provisions of these conditions are ineffective or cease to be effective due to a circumstance occurring at a later point of time, the effectiveness of the rest of the conditions shall remain unaffected. Instead of the ineffective provisions, regulations shall apply which are as close as possible to what the contracting parties would have wanted if they had considered the respective point. The same shall apply to gaps in the conditions.

8.8 With regard to all legal relationships under this contractual relationship (including contract conclusion and negotiations), the parties agree on the application of the law of the Federal Republic of German excluding the United Nations Convention on Contracts for the International Sale of Goods. As far as legally admissible, the exclusive place of jurisdiction is the competent court which has subject-matter jurisdiction at Nemetschek's registered office.